

- 7.3.3 Prior to or at the Closing, the Stockholders shall have delivered to Parent the items to be delivered pursuant to Section 3.4.
- 7.3.4 The Disinterested Stockholder Approval shall have been obtained.
- 7.3.5 (i) LMC shall have received the LMC Exchange Ruling, (ii) Parent shall have received the Parent Exchange Ruling, (iii) Parent shall have received a private letter ruling from the IRS, in form and substance reasonably satisfactory to Parent, which includes rulings to the effect that, subject to customary caveats, for United States federal income tax purposes, no gain or loss will be recognized by (and no amount will be includible in the income of) Parent or any of its Affiliates on the Parent Restructuring, except with respect to any DITs or ELAs (the "Parent Restructuring Ruling"), (iv) each of the Exchange Rulings and the Parent Restructuring Ruling shall be in form and substance reasonably satisfactory to Parent, and (v) neither LMC, Parent nor any of their respective Affiliates shall have been notified by the IRS that either Exchange Ruling or the Parent Restructuring Ruling has been withdrawn, invalidated or modified in an adverse manner.
- 7.3.6 Parent shall have received the Parent Tax Opinion.
- 7.3.7 The FCC Consent shall have been obtained, without the imposition of any conditions other than those contemplated by Sections 6.6.5 as applicable to Parent and its Affiliates.

Section 7.4. Frustration of Closing Conditions. Neither Parent, nor LMC may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by such party's failure to act in good faith or to use its reasonable best efforts to cause the Closing to occur as required by Section 6.6.

ARTICLE VIII.

INDEMNIFICATION

Section 8.1. Survival of Representations, Warranties and Covenants

- 8.1.1 The representations and warranties contained in this Agreement shall survive the Closing as follows: (i) the representations and warranties contained in Sections 4.1 (Organization and Standing), 4.2 (Capitalization), 4.3 (Corporate Power and Authority), 4.4 (Shareholder Votes Required), 4.19 (Title to DTV Shares), 4.22 (Brokers and Agents), 4.23 (Investigation; Reliance), 5.1 (Organization and Standing), 5.2 (Corporate Power and Authority), 5.3 (No Vote Required), 5.5 (LMC Parent Shares), 5.10 (Investigation and Reliance) and 5.11 (Brokers and Agents) shall survive indefinitely; (ii) the representations and warranties contained in Sections 4.12 (Employee Benefit Plans) shall survive until the date that is 60 calendar days following the expiration of the statute of limitations applicable to actions with respect thereto; (iii) the representations and warranties contained in Sections 4.20.6, 4.20.10 and 4.20.11 (relating to Certain Tax

Matters) shall survive, but solely for purposes of the Tax Matters Agreement as provided therein; and (iv) all other representations and warranties contained in this Agreement (other than the representations and warranties contained in Sections 4.20.1 – 4.20.5 and Sections 4.20.7 – 4.20.9 (Certain Tax Matters), which shall not survive the Closing) shall survive until the date that is 18 months following the Closing Date.

- 8.1.2 The covenants and agreements made by each party in this Agreement shall survive the Closing, unless specified to the contrary herein. Notwithstanding Section 8.1.1, any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to Section 8.1.1 or 8.1.2 if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time.

Section 8.2. Indemnification.

- 8.2.1 Provided that the Closing shall have occurred, subject to Sections 8.1 and 8.2.2, Parent hereby agrees to indemnify each LMC Indemnitee against and agrees to hold each of them harmless (without duplication) from any and all Damages incurred or suffered by any LMC Indemnitee arising out of or resulting from (i) any representation or warranty of Parent contained in this Agreement (other than the representations and warranties contained in Section 4.20) not being true and correct (which representations and warranties (except those made as of a specified date) shall be deemed to have been made again as of the Closing Date for purposes of this Section 8.2.1) or (ii) any breach or nonperformance of any covenant or agreement made or to be performed by Parent.
- 8.2.2 No indemnification by Parent shall be due and payable under Section 8.2.1 in respect of any Parent Basket Breach unless and until the cumulative amount of all Damages arising out of or resulting from all such Parent Basket Breaches exceeds the Parent Basket Amount, whereupon Parent will be obligated to indemnify the LMC Indemnitees for the cumulative amount of Damages incurred or suffered by the LMC Indemnitees in excess of the Parent Basket Amount, and only to the extent of such excess. Parent shall not be obligated to indemnify the LMC Indemnitees for Damages arising out of or resulting from all Parent Basket Breaches under this Agreement in an aggregate amount in excess of the Maximum Amount; *provided* that the limitation on Parent's obligations set forth in this sentence shall not apply to breaches of the representations and warranties contained in Section 4.12. The limitations on indemnification set forth in this Section 8.2.2 shall not be applicable to (x) any Parent Basket Exception Breach (and the LMC Indemnitees will be entitled to indemnification with respect to any Parent Basket Exception Breach without regard to any Parent Basket Amount or any Maximum Amount) and (y) any claim based upon fraud or knowing misrepresentation. For purposes of determining the amount of Damages arising from any Parent Basket Breach (but not for purposes of determining whether any

such Parent Basket Breach has occurred), the representations and warranties shall be read without giving effect to any limitations or qualifications as to "materiality" (including the words "material" or "materially") or "Material Adverse Effect" set forth therein.

- 8.2.3 Provided that the Closing shall have occurred, subject to Sections 8.1 and 8.2.4, LMC hereby agrees to indemnify each Parent Indemnitee against and agrees to hold each of them harmless (without duplication) from any and all Damages incurred or suffered by any Parent Indemnitee arising out of or resulting from (i) any representation or warranty of LMC contained in this Agreement not being true and correct (which representations and warranties (except those made as of a specified date) shall be deemed to have been made again as of the Closing Date for purposes of this Section 8.2.3) or (ii) any breach or nonperformance of any covenant or agreement made or to be performed by LMC pursuant to this Agreement.
- 8.2.4 No indemnification by LMC shall be due and payable under Section 8.2.3(i) in respect of any Liberty Basket Breach unless and until the cumulative amount of all Damages arising out of or resulting from all such Liberty Basket Breaches exceeds the Liberty Basket Amount, whereupon LMC will be obligated to indemnify the Parent Indemnitees for the cumulative amount of Damages incurred or suffered by the Parent Indemnitees in excess of the Liberty Basket Amount, and only to the extent of such excess. LMC shall not be obligated to indemnify the Parent Indemnitees for Damages arising out of or resulting from all Liberty Basket Breaches under this Agreement in an aggregate amount in excess of the Maximum Amount. The limitations on indemnification set forth in this Section 8.2.4 shall not be applicable to (x) any Liberty Basket Exception Breach (and the Parent Indemnitees will be entitled to indemnification with respect to any Liberty Basket Exception Breach without regard to any Liberty Basket Amount or any Maximum Amount) and (y) any claim based upon fraud or knowing misrepresentation. For purposes of determining the amount of Damages arising from any Liberty Basket Breach (but not for purposes of determining whether any such Liberty Basket Breach has occurred), the representations and warranties shall be read without giving effect to any limitations or qualifications as to "materiality" (including the words "material" and "materially") or "Material Adverse Effect" set forth therein.

Section 8.3. Procedures.

- 8.3.1 The party or parties seeking indemnification under Section 8.2 (the "Indemnified Party") agrees to give prompt notice to the party or parties against whom indemnity is sought (the "Indemnifying Party") of the assertion of any claim, or the commencement of any suit, action or proceeding in respect of which indemnity may be sought under such Section and will provide the Indemnifying Party such information with respect thereto in its possession that the Indemnifying Party may reasonably request; *provided, however*, that failure to give such notification shall not affect the indemnification provided hereunder except to the

extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

- 8.3.2 In the case of a third party claim, the Indemnified Party shall be entitled to exercise full control of the defense, compromise or settlement of any third party claim, investigation, action, suit or proceeding unless the Indemnifying Party within a reasonable time after the giving of notice of such indemnity claim by the Indemnified Party shall: (i) deliver a written confirmation to such Indemnified Party that the indemnification provisions of Section 8.2 are applicable to such claim, investigation, action, suit or proceeding and that the Indemnifying Party will indemnify such Indemnified Party in respect of such claim, action or proceeding pursuant to the terms of Section 8.2, (ii) notify such Indemnified Party in writing of the Indemnifying Party's intention to assume the defense thereof and (iii) retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such claim, investigation, action, suit or proceeding.
- 8.3.3 If the Indemnifying Party so assumes the defense of any such claim, investigation, action, suit or proceeding in accordance herewith, then such Indemnified Party shall cooperate with the Indemnifying Party in any manner that the Indemnifying Party reasonably may request in connection with the defense, compromise or settlement thereof. If the Indemnifying Party so assumes the defense of any such claim, investigation, action, suit or proceeding, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement thereof, but the fees and expenses of such counsel shall be the expense of such Indemnified Party unless (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) any relief other than the payment of money damages is sought against the Indemnified Party or (iii) such Indemnified Party shall have been advised by its regular outside counsel that there may be one or more legal defenses available to it that are different from or additional to those available to the Indemnifying Party or that a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action would reasonably be expected (in which case the Indemnifying Party shall not have the right to control the defense, compromise or settlement of such action on behalf of the Indemnified Party), and in any such case described in clauses (i), (ii) or (iii) the reasonable fees and expenses of one such separate counsel, and one local counsel, if necessary, shall be borne by the Indemnifying Party. No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such action for which it is entitled to indemnification hereunder without the prior consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, unless the Indemnifying Party shall have failed, after reasonable notice thereof, to undertake control of such action in the manner provided above in this Section 8.3 to the extent the Indemnifying Party was entitled to do so pursuant to this Section 8.3. The Indemnifying Party shall not, without the consent of such Indemnified Party, settle or compromise or consent to entry of any judgment with respect to any such claim, investigation, action, suit or proceeding (x) in which any relief other than the payment of money damages is or may be sought against such Indemnified

Party or (y) that does not include as an unconditional term thereof the giving by the claimant, party conducting such investigation, plaintiff or petitioner to such Indemnified Party of a release from all liability with respect to such claim, action, suit or proceeding.

Section 8.4. Exclusivity. Following the Closing, except in the case of common law fraud, the sole and exclusive monetary remedy of the parties with respect to any and all claims arising from any breach of this Agreement or any of the other matters addressed in Section 8.2 shall be pursuant to the indemnification provisions set forth in this Article VIII; *provided* that this Section 8.4 shall not be construed so as to derogate from or otherwise limit any party's right to seek the remedy of specific performance, injunctive relief or other non-monetary equitable remedies with respect to any such breach.

Section 8.5. Certain Rights and Limitations.

- 8.5.1 The treatment of any Tax costs or Tax benefits to any party as a result of any indemnification payment(s) pursuant to this Article VIII shall be as set forth in the Tax Matters Agreement.
- 8.5.2 Notwithstanding anything to the contrary herein, no party shall be entitled to assert any right to indemnification under this Article VIII unless, and until, the Closing shall have occurred.

ARTICLE IX.

TERMINATION

Section 9.1. Termination. This Agreement may be terminated and the Exchange and other transactions contemplated hereby abandoned at any time prior to the consummation of the Closing, whether before or after receipt of the Requisite Parent Stockholder Approval, under the following circumstances:

- 9.1.1 by mutual written consent of Parent and LMC;
- 9.1.2 by LMC or Parent upon written notice to the other if the Closing shall not have been consummated on or before December 22, 2007 (the "Termination Date"); *provided*, that if, as of the Termination Date all conditions to this Agreement shall have been satisfied or waived (other than those that are satisfied by action taken at the Closing) other than the conditions set forth in Sections 7.2.7, 7.3.7, 7.2.4 or 7.3.5 then the Termination Date shall be extended to March 22, 2008 (the "Extended Termination Date");
- 9.1.3 by LMC upon written notice to Parent, if there has been a breach by Parent or Splitco of any representation, warranty, covenant or agreement contained in this Agreement or the Tax Matters Agreement which would result in a failure of a condition set forth in Section 7.2 and either cannot be cured prior to the Termination Date, or is not cured within 45 days after LMC shall have given Parent written notice stating LMC's intention to terminate this Agreement

pursuant to this Section 9.1.3 and the basis for such termination; *provided*, at the time of the delivery of such notice, LMC shall not be in material breach of its obligations under this Agreement or the Tax Matters Agreement;

- 9.1.4 by Parent upon written notice to LMC, if there has been a breach by LMC of any representation, warranty, covenant or agreement contained in this Agreement or the Tax Matters Agreement which would result in a failure of a condition set forth in Section 7.3 and either cannot be cured prior to the Termination Date, or is not cured within 45 days after Parent shall have given LMC written notice stating Parent's intention to terminate this Agreement pursuant to this Section 9.1.4 and the basis for such termination; *provided*, at the time of the delivery of such notice, Parent shall not be in material breach of its obligations under this Agreement or the Tax Matters Agreement;
- 9.1.5 by either LMC or Parent upon written notice to the other party hereto, if any Governmental Authority of competent jurisdiction shall have issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order or other action shall have become final and non-appealable, *provided* that the party seeking to terminate this Agreement pursuant to this Section 9.1.5 shall have used its reasonable best efforts to remove such order or other action; *provided, further*, that the right to terminate this Agreement under this Section 9.1.5 shall not be available to a party if the issuance of such final, non-appealable order was primarily due to the failure of such party to perform any of its obligations under this Agreement, including, without limitation, the obligation of LMC and Parent to comply with Section 6.6 of this Agreement so as to allow the parties to close the transactions contemplated by this Agreement as promptly as practicable;
- 9.1.6 by either LMC or Parent upon written notice to the other party hereto if the Parent Stockholder Approval shall not have been obtained by reason of the failure to obtain the required vote at the Parent Stockholders' Meeting or any adjournment thereof;
- 9.1.7 by either LMC or Parent upon written notice to the other party hereto, if the Disinterested Stockholder Approval shall not have been obtained by reason of the failure to obtain the required vote at the Parent Stockholders' Meeting or any adjournment thereof; *provided* that LMC (i) shall not be entitled to exercise its termination right pursuant to this Section 9.1.7 earlier than the eleventh (11th) Business Day following the Parent Stockholders' Meeting; and (ii) shall only be entitled to exercise such right if Parent shall not have delivered written notice of its waiver of the condition set forth in Section 7.3.4 and its termination right under this Section 9.1.7 prior to such eleventh (11th) Business Day;
- 9.1.8 by LMC if there shall have occurred following the date of this Agreement a Material Adverse Effect on Splitco which is continuing and has not been cured within 30 days after LMC shall have given Parent written notice stating LMC's

intention to terminate this Agreement pursuant to this Section 9.1.8 and describing in reasonable detail the basis for such termination; or

- 9.1.9 by LMC upon written notice to Parent, if there shall have occurred a Parent Change in Recommendation; *provided* that LMC's right to terminate pursuant to this Section 9.1.9 shall terminate ten (10) Business Days following the earlier of the date notice of the Parent Change in Recommendation is filed with the SEC and the date LMC receives written notice from Parent pursuant to Section 10.1 of such Parent Change in Recommendation.

Section 9.2. Effect of Termination.

- 9.2.1 In the event of the termination of this Agreement pursuant to Section 9.1, this Agreement, except for the provisions of (i) Section 6.9.1 relating to the obligation of the parties to keep confidential certain information obtained by them, (ii) Section 6.13.3 relating to Parents obligation with respect to the DTV Shares, (iii) Article X, and (iv) this Section 9.2.1, which shall, in each case, remain in full force and effect, shall become void and have no effect, without any liability on the part of any party hereto or its directors, officers or stockholders. Notwithstanding the foregoing, nothing in this Section 9.2.1 shall relieve any party hereto of liability for a willful breach of any of its obligations under this Agreement.

9.2.2 If:

(i) either LMC or Parent terminates this Agreement pursuant to 9.1.6 (and the votes associated with the shares held by the Murdoch Interests shall have been disregarded under the ASX listing rules for purposes of the Parent Stockholder Approval) or 9.1.7 (and prior to vote at the Parent Stockholders' Meeting there shall not have occurred a Parent Change in Recommendation), then Parent shall pay to LMC by wire transfer of immediately available funds an amount equal to one hundred million dollars (\$100,000,000); or

(ii) (A) (1) either LMC or Parent terminates this Agreement pursuant to Section 9.1.7 and (2) prior to the vote at Parent Stockholders' Meeting, there shall have occurred a Parent Change in Recommendation, (B) (1) either LMC or Parent terminates this Agreement pursuant to Section 9.1.6 and (2) the votes associated with the shares held by the Murdoch Interests shall not have been disregarded under the ASX listing rules for purposes of the Parent Stockholder Approval or (C) LMC terminates this Agreement pursuant to Section 9.1.9, then Parent shall pay to LMC by wire transfer of immediately available funds an amount equal to three hundred million dollars (\$300,000,000) (the amounts payable under paragraphs (i) and (ii) of Section 9.2.2, as the case may be, the "Termination Fee").

Parent acknowledges that the agreements contained in this Section 9.2.2 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, LMC would not enter into this Agreement; accordingly, if

Parent fails to pay when due the amounts due pursuant to this Section 9.2.2, LMC shall be entitled to interest on the amounts set forth in this Section 9.2.2 at the prime rate of Citibank, N.A. in effect on the date such payment was required to be made. All payments made pursuant to paragraphs (i) and (ii) of this Section 9.2.2 shall be made by wire transfer of immediately available funds within two (2) Business Days of the applicable termination date. If payable, the Termination Fee shall not be payable more than once under this Agreement.

ARTICLE X.

MISCELLANEOUS

Section 10.1. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile (with confirming copy sent by one of the other delivery methods specified herein), by overnight courier or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or when so received by facsimile or courier, or, if mailed, three calendar days after the date of mailing, as follows:

If to Parent: News Corporation
 1211 Avenue of the Americas
 New York, NY 10036
 Facsimile: (212) 768-9896
 Attention: General Counsel

with a copy to: Skadden, Arps, Slate, Meagher & Flom LLP
 Four Times Square
 New York, New York 10036
 Facsimile: (917) 777-2000
 Attention: Lou R. Kling
 Howard L. Ellin

If to LMC: Liberty Media Corporation
 12300 Liberty Boulevard
 Englewood, Colorado 80112
 Facsimile: (720) 875-5382
 Attention: General Counsel

with a copy to: Baker Botts L.L.P.
 30 Rockefeller Plaza
 44th Fl.
 New York, NY 10112
 Facsimile: (212) 408-2501
 Attention: Frederick H. McGrath
 Jonathan Gordon

or to such other address and with such other copies as any party hereto shall notify the other parties hereto (as provided above) from time to time.

Section 10.2. Expenses. Regardless of whether the transactions provided for in this Agreement are consummated, except as otherwise expressly provided herein, each of the parties hereto shall pay its own expenses incident to this Agreement and the transactions contemplated herein (including legal fees, accounting fees, investment banking fees and filing fees). Notwithstanding anything herein to the contrary, Parent shall pay and be responsible for all reasonable and reasonably documented out-of-pocket fees, costs and expenses incurred by DTV in connection with the negotiation of this Agreement and any of the Ancillary Agreements, LMC's due diligence review of DTV and DTV's Subsidiaries, and DTV's actions taken in anticipation of the consummation of the Transactions, including the fees and expenses of the advisers, accountants and legal counsel of DTV and of any special committee of the board of directors of DTV and any filing fees paid to any Governmental Authority.

Section 10.3. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Delaware Chancery Courts, or, if the Delaware Chancery Courts do not have subject matter jurisdiction, in the state courts of the State of Delaware located in Wilmington, Delaware, or in the United States District Court for any district within such state, for the purpose of any Action or judgment relating to or arising out of this Agreement or any of the transactions contemplated hereby and to the laying of venue in such court. Service of process in connection with any such Action may be served on each party hereto by the same methods as are specified for the giving of notices under this Agreement. Each party hereto irrevocably and unconditionally waives and agrees not to plead or claim any objection to the laying of venue of any such Action brought in such courts and irrevocably and unconditionally waives any claim that any such Action brought in any such court has been brought in an inconvenient forum.

Section 10.4. Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG

OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.4.

Section 10.5. Assignment; Successors and Assigns; No Third Party Rights. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment shall be null and void; *provided, however*, that following the Closing LMC will be permitted to assign its rights hereunder, without obtaining the consent of Parent, to any Person (any such Person a "LMC Related Party") to which ownership of one hundred percent (100%) of the shares of capital stock of Splitco are or have been transferred in connection with any spin off, split off or other distribution of the securities of such transferee in which holders of LMC capital stock immediately prior thereto are entitled to, or have the opportunity to, participate in such distribution. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be for the sole benefit of the parties hereto, and their respective successors and permitted assigns and is not intended, nor shall be construed, to give any Person, other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, benefit, remedy or claim hereunder, except in the case of Section 10.2, DTV.

Section 10.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

Section 10.7. Titles and Headings. The headings and table of contents in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 10.8. Amendment and Modification. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 10.9. Publicity; Public Announcements. The initial press release concerning this Agreement and the Transactions shall be a joint press release approved in advance by Parent and LMC and thereafter each of Parent and LMC shall consult with the other prior to issuing any press releases or otherwise making public announcements with respect to this Agreement and the Transactions and prior to making any filings with any third party or any Governmental Authority (including any national securities exchange or interdealer quotation system) with respect thereto, except as may be required by applicable Laws or the requirements of any national securities exchange or interdealer quotation system on which the securities of Parent or LMC are listed or quoted; *provided* that the foregoing limitations shall not apply to any disclosure of any information concerning this Agreement or the Transactions (i) which Parent or LMC deems appropriate in its reasonable judgment, in light of its status as a publicly owned company, including without limitation to securities analysts and institutional investors and in press interviews; and (ii) in connection with any dispute between the parties regarding this Agreement or the Transactions.

Section 10.10. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party or parties hereto entitled to the benefit thereof, but only by a writing signed by the party or parties waiving such terms or conditions.

Section 10.11. Severability. If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.12. No Strict Construction. LMC and Parent each acknowledge that this Agreement has been prepared jointly by the parties hereto and shall not be strictly construed against any party hereto.

Section 10.13. Entire Agreement. This Agreement (including the Disclosure Letters, Schedules and Exhibits attached hereto or delivered in connection herewith), the Ancillary Agreements and the Confidentiality Agreement constitute the entire agreement among the parties hereto with respect to the matters covered hereby and thereby, and supersede all previous written, oral or implied understandings among them with respect to such matters.

Section 10.14. Equitable Remedies. Neither rescission, set-off nor reformation of this Agreement shall be available as a remedy to any of the parties hereto. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedies at Law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of the day and year first above written.

NEWS CORPORATION

By: _____
Name:
Title:

LIBERTY MEDIA CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of the day and year first above written.

NEWS CORPORATION

By: _____

Name:

Title:

LIBERTY MEDIA CORPORATION

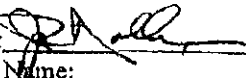
By:  _____

Name: Gregory B. Maffei

Title: President & CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NEWS CORPORATION

By: 
Name: _____
Title: _____

LIBERTY MEDIA CORPORATION

By: _____
Name: _____
Title: _____

SCHEDULE A

FORM OF LMC TAX OPINION REPRESENTATIONS

[Liberty Media Corporation Letterhead]

[Closing Date]

Baker Botts L.L.P.
The Warner
1299 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2400

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036

Representations for Tax Opinions

Ladies and Gentlemen:

This representation letter is being given by Liberty Media Corporation ("LMC"), a Delaware corporation, in connection with the opinions to be delivered by the law firms of Baker Botts L.L.P. and Skadden, Arps, Slate, Meagher & Flom L.L.P. (collectively with Baker Botts L.L.P., "Counsel"), pursuant to the Share Exchange Agreement between News Corporation ("Parent"), a Delaware corporation, and LMC dated as of December 22, 2006 (the "Exchange Agreement"). Capitalized terms which are not defined in this representation letter will have the meaning ascribed to them in the Exchange Agreement. All "Section" references herein are to the Internal Revenue Code of 1986, as amended, and all "Reg. Section" references are to the Treasury regulations promulgated thereunder. LMC recognizes that Counsel will rely upon this representation letter, and that Counsel may disclose this representation letter or part or all of the contents thereof, in connection with delivering the Tax Opinions.

LMC represents and warrants that the statements, representations and warranties made herein are true, correct and complete as of the date hereof in all respects:

I. GENERAL REPRESENTATIONS:

1. Attached as Exhibits [] are all submissions made to the IRS in connection with obtaining the Rulings (collectively, the "Ruling Request") and as Exhibit [] are the Rulings. The facts, information, statements, representations, and warranties described or otherwise set forth in the Ruling Request and in the Rulings, insofar as they relate to LMC or its Affiliates (other than the Transferred Subsidiaries), are true, correct and complete in all respects. Prior to the Exchange, LMC and its Affiliates (other than the Transferred Subsidiaries) have complied, and, after the Exchange, LMC plans and intends to (and to cause its Affiliates, including the Transferred Subsidiaries, to) comply, in all respects with, all covenants applicable to them in the Ruling Request.

2. None of the information which relates to LMC or its Affiliates in the Proxy Statement, or incorporated by reference therein, contains any untrue statement of a fact which reasonably could be expected to be material to the Tax Opinions.

3. The Exchange and the Parent Restructuring will be consummated in accordance with the terms, conditions and other provisions of the Exchange Agreement. [Except for [], which [is/are] not material to the Tax Opinions,] [N]one of the terms and conditions contained in the Exchange Agreement has been waived or modified by LMC or any of its Affiliates. The Exchange Agreement and the Ancillary Agreements, including all schedules and attachments thereto (the Exchange Agreement and the Ancillary Agreements together, the "Separation Agreements") represent the entire understanding of the parties thereto with respect to the Exchange and the Parent Restructuring, and to the knowledge of LMC, there is no understanding or agreement not described in the Ruling Request, the Separation Agreements, or any of the documents related thereto which reasonably could be expected to be material to the Tax Opinions.

4. LMC intends that the Exchange qualify as a tax-free distribution within the meaning of Section 355, and plans and intends to cause the Stockholders to report the Exchange as such in accordance with Reg. Section 1.355-5T.

5. Neither LMC nor any of its Affiliates has any plan or intention to take or fail to take any action (whether before, on or after the Closing) that is reasonably likely, directly or indirectly, in whole or in part, to adversely affect the Tax-Free Status of the Transactions.

II. REPRESENTATIONS RELATING TO DEVICE:

6. In the absence of Section 355, with respect to each Stockholder, the receipt of Splitco Shares in exchange for LMC Parent Shares would be a redemption to which Section 302(a) applied because the redemption would be either a complete termination of the Stockholder's interest in Parent, within the meaning of Section 302(b)(3), or a substantially disproportionate redemption, within the meaning of Section 302(b)(2).

7. LMC has no plan or intention to cause or permit Splitco, after the Closing, to liquidate, including by way of merger, consolidation or conversion, to merge with any other corporation, or to sell or otherwise dispose of substantially all of its assets.

8. LMC has no plan or intention to, and has no plan or intention to cause or permit any of the Stockholders to sell, exchange, transfer by gift, or otherwise dispose of any stock in or securities of Splitco after the Exchange.

III. REPRESENTATIONS RELATING TO SECTION 355(e):

9. To the best knowledge of the management of LMC, the Exchange is not part of a plan or series of related transactions (within the meaning of Section 355(e) and Reg. Section 1.355-7) pursuant to which one or more persons will acquire directly or indirectly stock representing a 50 percent or greater interest (within the meaning of Section 355(d)(4)) in Splitco (including any predecessor or successor of Splitco), other than the Stockholders' acquisition of Splitco Shares pursuant to the Exchange.

10. Without limiting the generality of the representations in paragraph 9:

(i) LMC is aware of no acquisitions of its stock within the two-year period ending on the Closing Date that would be considered to be part of a plan with the Exchange, within the meaning of Reg. Section 1.355-7(b).

(ii) During the two-year period ending on the Closing Date, and except with respect to the Separation Agreements and the Exchange effected thereby, none of LMC and its Affiliates, nor any of their respective officers, directors, or authorized agents, has entered into or had any agreement, understanding, arrangement, or substantial negotiations with respect to any direct or indirect acquisitions of Splitco stock or any similar acquisitions within the meaning of Reg. Section 1.355-7(h)(12) or (13).

(iii) None of LMC and its Affiliates acquired any Parent stock as part of a plan or series of related transactions (within the meaning of Section 355(e) and the Treasury regulations thereunder) that includes the Exchange.

(iv) Except with respect to the Separation Agreements and the Exchange effected thereby, LMC and its Affiliates have not had discussions or negotiations with any Person regarding any sale, exchange, transfer by gift, or other disposition of any stock of Splitco, or substantially all of the assets of Splitco, at any time.

LMC recognizes that the Tax Opinions will be based on the statements, representations, and warranties set forth herein and on the statements, representations, warranties, and covenants contained in the Separation Agreements, the Ruling Request, and all of the documents related thereto. The Tax Opinions will be subject to certain limitations and qualifications, including that they may not be relied upon if any such statements, representations and warranties are not true, correct, and complete in all material respects or if any such covenants or obligations are not satisfied in all material respects.

LMC commits to timely inform Counsel if, for any reason, any of the foregoing statements, representations or warranties ceases to be true, correct, or complete or if LMC becomes aware of any fact or issue which might adversely affect the Tax-Free Status of the Transactions.

LMC understands, and hereby acknowledges and agrees, that (i) the scope of the LMC Tax Opinion and LMC's reliance on such opinion for purposes of avoiding penalties that may be imposed by the IRS are limited to the U.S. federal income tax issues addressed in the LMC Tax Opinion, and (ii) the LMC Tax Opinion and the Parent Tax Opinion will each be based upon an assumption that all of the statements, representations, and warranties set forth herein and in the Parent Tax Opinion Representations are and will be true, correct and complete without regard to any qualification for knowledge or belief.

The undersigned, on behalf of LMC, is authorized to make, and due investigation and inquiry has been made into, all of the statements, representations and warranties set forth herein.

Sincerely,

LIBERTY MEDIA CORPORATION

By: _____
Name: _____
Title: _____

SCHEDULE B

FOX SPORTS NET CURRENT ASSETS & LIABILITIES DESCRIPTIONS

CURRENT ASSETS

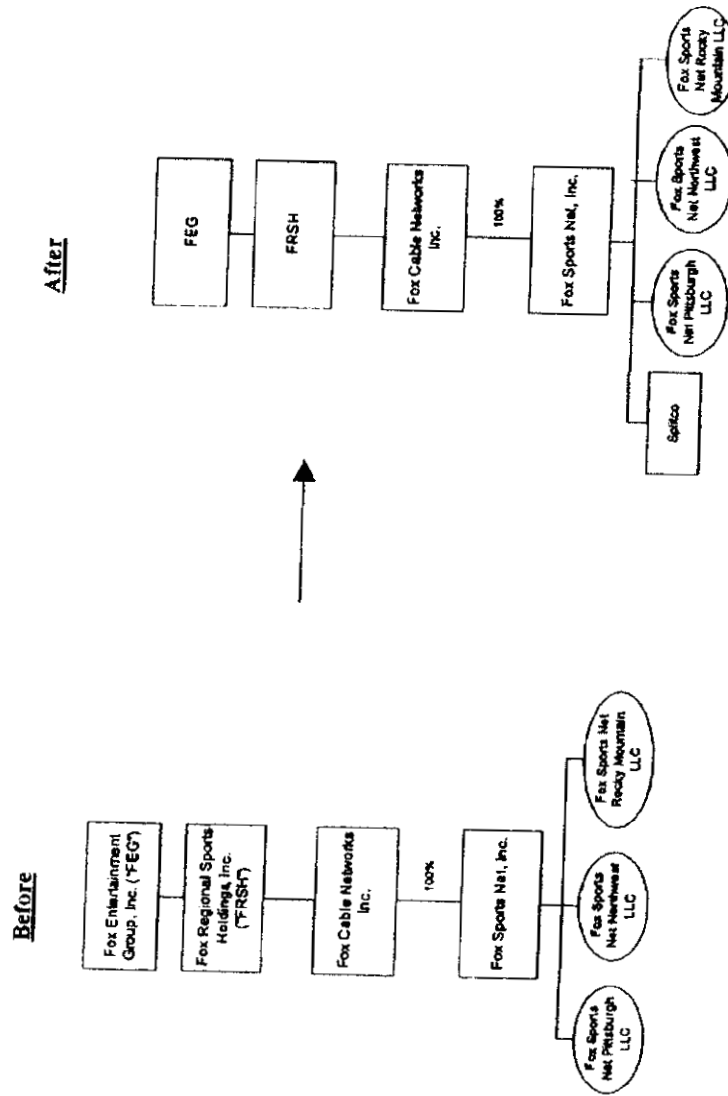
- **ACCOUNTS RECEIVABLE – AD SALES:** Reflects all outstanding local and national advertising billed by the RSN. This balance is supported by the accounts receivable ageing report by customer.
- **ACCOUNTS RECEIVABLE – AFFILIATE:** Reflects all outstanding cable revenues billed but not collected. This balance is supported by the accounts receivable ageing by customer.
- **ALLOWANCE FOR DOUBTFUL ACCOUNTS:** Represents the recommendation by the collections department for specific customers and invoices that may not be collected. This balance is adjusted the month after each quarter end.
- **SPORTS RIGHTS:** Represents the unamortized portion of upfront rights payments that will be expensed within the next 12 months and the net position on the current season. The accounting treatment for the regular season is to only record & recognize program costs as the events are paid and/or telecast. In the event, this creates a net payable position, the balance is reclassified to current liabilities: accrued sports rights.
- **PREPAID PRODUCTION COSTS:** Represents costs paid in advance for programs that will be telecast within the next 12 months. These costs are recognized when the events are telecast.
- **PREPAID EXPENSES:** Represents costs paid in advance for miscellaneous goods and services that will be used within the next 12 months. These costs are recognized as the goods/services are used.

CURRENT LIABILITIES

- **ACCOUNTS PAYABLE:** Represents invoices processed by the accounts payable department that have not been paid.
- **OTHER OPERATING ACCRUALS:** Represents non-production & rights related accruals associated with daily operations. Includes items such as music royalties, G&A, affiliate marketing, and NHL 04/05 season affiliate rebate reserve. These balances are recorded based upon unprocessed commitments & invoices and management estimates.
- **ACCRUED PAYROLL:** Represents days of unpaid payroll between last pay date and the fiscal month end.
- **ACCRUED SPORTS RIGHTS:** Represents payables to professional and collegiate teams and leagues for regular season rights and outer market fees.
- **ACCRUED PRODUCTION COSTS:** Represents management's estimate of invoices to be paid on events that have been produced. The balance is reviewed monthly for accuracy.
- **DEFERRED REVENUE:** Represents a tenant improvements credit at FSN Northwest only. This balance is amortized over the remaining life of the lease.

Parent Restructuring

1. Fox Sports Net Inc. forms Splitco



Fox Sports Net, Inc. contributes entities operating Pittsburgh, Northwest and Rocky Mountain RSNs to Splitco

